

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 19, 2006 - KW

Division: County Attorney

Bulk Item: Yes X No

Department: County Attorney

Staff Contact Person: Bob Shillinger

AGENDA ITEM WORDING:

Approval of payment to *Nabors, Giblin & Nickerson* for professional legal services rendered in the amount of \$37,916.42 (Invoice #083 05137) relating to the establishment of wastewater services throughout Monroe County.

ITEM BACKGROUND:

Nabors, Giblin & Nickerson has been providing expert legal services to the County since 1997 upon request. *Nabors, Giblin & Nickerson, P.A.* was requested to represent the County's interests and serve as a liaison between the County and other involved agencies and authorities given their legal expertise and experience in this area and in matters concerning Monroe County government.

On 8/17/05 the BOCC also approved an Interlocal Agreement between Monroe County and the FKAA for the creation of an advisory committee and establishment of a process for provision of wastewater services to County residents.

On 9/6/05 the BOCC approved an Interlocal Agreement with the FKAA regarding centralized wastewater systems.

On 9/28/05 the BOCC:

2. Approved *Resolution No. 361-2005* to assist the FKAA in financing wastewater system projects in the Lower Keys Wastewater Districts in Unincorporated Monroe County
3. Approved *Resolution No. 362-2005* setting forth principles critical to the completion of wastewater projects in unincorporated Monroe County.
4. Approved a *Lease Agreement* and *First Amendment to Lease Agreement* with the FKAA relating for certain lands for the construction, equipping and operation thereon of a wastewater and sewer system.
5. Rescinded the Interlocal Agreement approved by the BOCC on 4/20/05.

PREVIOUS RELEVANT BOCC ACTION:

On 1/16/1997 the BOCC entered into a Retainer Agreement with *Nabors, Giblin & Nickerson, P.A.* to provide specialized legal services and assistance to the County, upon request, on bond issues and Florida finance and tax issues, and other issues and matters of local government law.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval of payment.

TOTAL COST: \$37,916.42

BUDGETED: Yes ☐ No ☐

COST TO COUNTY: \$37,916.42

SOURCE OF FUNDS: _____

REVENUE PRODUCING: Yes ☐ No ☐ **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty X OMB/Purchasing _____ Risk Management _____

DIVISION DIRECTOR APPROVAL:

 3/30/06
SUZANNE A. HUTTON, COUNTY ATTORNEY

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

Revised 2/05

Nabors Giblin & Nickerson P.A.

ATTORNEYS AT LAW

Post Office Box 11008
Tallahassee, Florida 32302
Telephone: (850) 224-4070

November 22, 2005
Bill through 11/18/2005
Invoice# 083 05137 16629 I

John R. Collins
Monroe County Attorney
P.O. Box 1026
Key West, FL 33041-1026

Re: FCAA Interlocal Agreement

PROFESSIONAL SERVICES

08/17/2005	BPA	Draft County interlocal agreement with FCAA; Review and exchange correspondence with County staff	1.75	hrs.
08/23/2005	BPA	Reviewed materials from FCAA	1.50	hrs.
08/24/2005	BPA	Phone conference with Richard Collins; Phone conference with Jim Reynold; Phone conference with Kerry Shelby; Conference with Robert Nabors; Conference with Tom Giblin.	2.50	hrs.
08/25/2005	BPA	Phone conference with County attorney regarding status of agreement and process going forward	0.50	hrs.
08/25/2005	BPA	Review information regarding FCAA and County negotiations; review August interlocal agreement; review draft of new interlocal agreement proposed by County; Phone conference with Suzanne Hutton; Phone conference with Suzanne Hutton.	4.25	hrs.
08/26/2005	BPA	Draft FCAA interlocal agreement; Phone conference with County Attorneys Officers; Phone conference with Tony Hairston; Phone conference with Tom Giblin; Conference with Robert Nabors; Phone conference with County Attorney; Changes to draft resolution; Phone conference with Robert Ori.	6.00	hrs.
08/29/2005	BPA	Phone conference with Tom Giblin; Exchange correspondences with county attorney; Changes to draft of resolution; Phone	4.25	hrs.

CK
RBS
3/29/6

conference with Jim Reynolds and Kerry Shelby; Phone Conference with County Attorney; Phone conference with Tamara Lundstrom.

08/30/2005	BPA	Continued meetings with County staff and discussions with FKAA representatives regarding interlocal agreement	9.50	hrs.
08/31/2005	BPA	Meet with ounty representatives; Phone conference with FKAA representatives; Review interlocal agreement drafts; Meeting with County Administrator; Attend Board of County Commissioners meeting	11.00	hrs.
09/01/2005	BPA	Conintued conferences; Telephone conversations and negotiations with County team and representatives and FKAA	9.25	hrs.
09/02/2005	BPA	Conference with County Attorney; Exchange correspondence with County team; Phone conference with Tom Giblin; Phone conference with Steve Miller; Phone conferences with County representatives; Travel to Tallahassee	9.75	hrs.
09/03/2005	BPA	Conference call with County representatives; Exchange correspondence with County representatives; Drafting changes to FKAA document; Phone conference with County financial advisor; Review changes to interlocal agreement	7.25	hrs.
09/04/2005	BPA	Continue prearation for hearing before Board of County Commissioners; Review documents for additional changes required; Phone conference with Tom Giblin; Phone conference with Steve Miller; Exchange correspondence with team.	4.25	hrs.
09/05/2005	BPA	Changes to document; Exchange correspondence with County Attorney; Phone conference with Tom Giblin; Phone conferences with County Attorney; Draft alternative language to address issues raised; Travel to Key West and Marathon; Conference with Secretary Cohen of District Communication Affairs, County and FKAA representatives; Phone conference with County financial advisors.	11.50	hrs.
09/06/2005	BPA	Meeting County Administrator and financial advisor; Attend Board of County Commissioners meeting regarding FKAA interlocal; Attend FKAA board meeting; Phone conference representatives of Key Largo Wastewater Treatment District;	9.50	hrs.

083	Monroe County	Invoice# 16629	Page 3
		Meetings with County representatives prepare for Board of County Commissioners meeting	
09/07/2005	BPA	Travel to Tallahassee; Phone conference with Kirk Zuelch; Phone conference with Robert Shillinger; Phone conference with Richard Collins; Phone conference with Kirk Zuelch; Phone conference with Tom Giblin; Phone conference with Steve Miller; Exchange correspondence with client; Travel to Tallahassee; meeting County financial advisor; conference with County team	9.75 hrs.
09/08/2005	BPA	Phone conference with Thomas Willi; Phone conference with County Attorney; Phone conference with Richard Collins; Phone conference with Suzanne Hutton; Changes to Big Coppitt resolution; Exchange correspondence with clients review requested changes from FKAA	3.25 hrs.
09/13/2005	BPA	Phone conference with Mark Lawson; Phone conference with Richard Collins regarding conversation with Ben Watkins; Draft lease; Phone conference with Thomas Giblin	3.75 hrs.
09/14/2005	BPA	Draft lease agreement; Exchange correspondence with County Attorney's offices; Review proposal resolution; Phone conference with Thomas Giblin regarding connection lease draft; correspondence with County Attorney; Phone conference with Thomas Willi	6.25 hrs.
09/14/2005	BPA	Draft lease agreement; exchange correspondence with County Attorney's office; Review proposed resolution; Phone conference with Thomas Giblin regarding lease draft; Correspondence with County Attorney; Phone conference Tom Willi.	6.25 hrs.
09/15/2005	BPA	Phone conference with Richard Collins; Phone conference with Kirk Zuelch; Exchange correspondence with client; Phone conference with Mark Lawson; Transmit draft of lease to attorneys for FKAA; Phone conference with Thomas Giblin; Exchange correspondence with client and FKAA; Phone conference with Mark Lawson and FKAA attorney.	4.75 hrs.
09/16/2005	BPA	Phone conference with Steven Miller; Phone conference with Kirk Zuelch; Phone conference with Richard Collins; Phone conference with Danny Kolhage; Conference call between representations of FKAA and County; Phone conference with Hal Canary;	4.75 hrs.

083	Monroe County	Invoice# 16629	Page 4
		Phone conference with Thomas Giblin; Phone conference with Richard Collins; Phone conference with Bob Reid	
09/19/2005	BPA	Review revised draft of lease; Phone conference with Richard Collins; Phone conference with Mark Lawson; Exchange correspondence with attorney for FKAA; Phone conference with Mark Lawson; Numerous exchanges of correspondence with client and representatives of FKAA	4.75 hrs.
09/21/2005	BPA	Phone conference with Tom Willi; Phone conference with Danny Kolhage; Draft correspondences to client concerning comments; Phone conference with Thomas Giblin; Phone conference with Kirk Zuelch; Phone conference with Danny Kolhage; Phone conference with Mark Lawson; Phone conference with Kirk Zuelch; Phone conferences with Kirk Zuelch and Mark Lawson (2); Phone conference with Danny Kolhage; Phone conference with Robert Nabors.	5.50 hrs.
09/22/2005	BPA	Review revised lease agreement; Phone conference with Kirk Zuelch; Phone conference with Mark Lawson; Phone conference with Bob Shillinger; Phone conference with Thomas Giblin; Phone conference with Danny Kolhage; Phone conference with Hal Canary.	4.00 hrs.
09/23/2005	BPA	Phone conference with Hal Canary; Phone conference with Thomas Willi; Draft changes to lease; Exchange correspondence with County staff and FKAA representatives; Phone conference with Kirk Zuelch	3.50 hrs.
09/23/2005	BPA	Phone conference with Hal Canary; Phone conference with Tom Willi; Draft changes to lease; Exchange correspondence with county staff and FKAA representatives; Phone conference with Kirk Zuelch.	3.50 hrs.
09/26/2005	BPA	Phone conference with Thomas Willi; Phone conference with Kirk Zuelch	0.75 hrs.
09/27/2005	BPA	Travel to Key West for board meeting; Phone conference with County staff; Phone conference with County Attorney; Phone conference with Thomas Giblin.	6.25 hrs.
09/28/2005	BPA	Meeting with County Attorney; prepare for Board meeting; attend local meeting; individual meetings with Commissioners; Phone conference with financial advisor;	10.75 hrs.

Phone conference with Thomas Giblin; Phone conference with financial advisor; Travel to Tallahassee; Phone conference with FCAA attorney Zuelch.

09/29/2005	BPA	Phone conference with clerk's office; draft letter to clerk.	0.50	hrs.
10/04/2005	BPA	Phone conference with County staff regarding amendment, correspondence to FCAA; Correspondence to County regarding amendment.	2.00	hrs.
10/13/2005	BPA	Phone conference with Thomas Giblin; Phone conference with Robert Nabors; Phone conference with Mark Mustian.	1.00	hrs.
11/03/2005	BPA	Phone conference with County Engineer; Phone conference with Steve Miller.	0.50	hrs.

Total Fees

\$34,900.00

DISBURSEMENTS

08/30/2005	Air Fare for Brian Armstrong	715.60
08/30/2005	Lodging for Brian Armstrong	105.37
08/30/2005	Rental Car for Brian Armstrong	163.91
08/30/2005	Parking for Brian Armstrong	40.00
08/31/2005	Lodging for Brian Armstrong 8-30 - 9-2-05	488.08
09/07/2005	Lodging for Brian Armstrong	170.60
09/07/2005	Rental Car for Brian Armstrong	109.27
09/07/2005	Parking for Brian Armstrong	26.00
09/07/2005	Gasoline for Brian Armstrong	17.02
09/27/2005	Lodging for Brian Armstrong 9-27-05	256.19
09/30/2005	Lodging Expense - BPA	518.80
09/30/2005	Travel Expense BPA - Rental Car	61.79
09/30/2005	Travel Expense BPA - Parking	20.00
11/18/2005	Copying Charges	291.75
11/18/2005	Long Distance Telephone Charges	32.04

Total Disbursements

\$3,016.42

BILLING SUMMARY

Armstrong, Brian P.	174.50	hrs	200.00	/hr	34,900.00
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TOTAL FEES	\$34,900.00
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TOTAL DISBURSEMENTS	\$3,016.42
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Total balance now due	<u>\$37,916.42</u>
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ADVENTURES IN TRAVEL
3380 CAPITAL CIRCLE NE
TALLAHASSEE, FLORIDA 32308
850 385-3366-B

SALES PERSON: CA
CUSTOMER NBR: 045500

ITINERARY/INVOICE NO. 1079938
BFTVCR

DATE: 29 AUG 05
PAGE: 01

TO: NABORS GIBLIN NICKERSON
1500 MAHAN DR. STE 200
TALLAHASSEE FL 32308

OR: ARMSTRONG/BRIAN

02 AUG 05 - TUESDAY

AIR CONTINENTAL AIRLINES FLT:9239 COACH
OPERATED BY GULFSTREAM DBA CONTINENTAL CONNECTION
LV TALLAHASSEE 840A

EQP: BEECHCRFT B100
03HR 15MIN
1-STOP
REF: UFDZW9

AR KEY WEST 1155A

ARMSTRONG/BRIAN SEAT- 5F DL-212398432
VIA ORLANDO INTL

CAR KEY WEST AVIS RENT A CAR

STD 4DR CAR AUTO A/C

PICK UP-1155

RETURN-02SEP/9A TO-MIAMI INTERNTNL

RATE PLAN 3 DAYS 0 HRS USD MI/KM EX MI/KM

DAILY RATE 43.00 UNL

XTRA DAY- 43.00 UNL

XTRA HOUR- 14.34 UNL

MANDATORY CHARGES 33.11

APPROX RENTAL COST 162.11 UNL

CONFIRMATION NUMBER 32880963US3PEXP RATE-GUARANTEED

CD-B687300 ID-B9A54Y

HOTEL KEY WEST OUT-02SEP

HILTON HOTELS 3 NIGHTS

HILTON KEY WEST RESORT 1 ROOM 1 KING BED COURTYARD OR PO

245 FRONT STREET MINIBAR..HAIRDRYER..COFFEEMAKE

KEY WEST FL 33040 RATE-199.00USD PER NIGHT

FONE 305 294-4000 CANCEL 03 DAYS PRIOR TO ARRIVAL

FAX 305 294-4086

GUARANTEED LATE ARRIVAL

ADVENTURES IN TRAVEL
3380 CAPITAL CIRCLE NE
TALLAHASSEE, FLORIDA 32308
850 385-3366-B

SALES PERSON: CA
CUSTOMER NBR: 045500

ITINERARY/INVOICE NO. 1079938
BFTVCR

DATE: 29 AUG 05
PAGE: 02

TO: NABORS GIBLIN NICKERSON
1500 MAHAN DR. STE 200
TALLAHASSEE FL 32308

OR: ARMSTRONG/BRIAN

12 SEP 05 - FRIDAY

AIR DELTA AIR LINES INC FLT:5831 COACH
MIAMI INTERNTL-TALLAHASSEE OPERATED BY COMAIR INC
LV MIAMI INTERNTL 915A

AR TALLAHASSEE 1037A

EQP: CANADAIR REG JET
01HR 22MIN
NON-STOP
REF: 6PP066

ARMSTRONG/BRIAN SEAT- 7A DL-2123989432

ICD XD5053217922

BILLED TO AMERICAN EXPRESS

30.00*

AIR TICKET CO1327144027
LEO TKT

ARMSTRONG BRIAN
BILLED TO AMERICAN EXPRESS

685.60*

TOTAL BASE
TOTAL TAX
NET CC BILLING

645.81
69.79
715.60*

TOTAL AMOUNT DUE

0.00

THANK YOU FOR SELECTING ADVENTURES IN TRAVEL
ELECTRONIC TICKET. COLLECT BOARDING PASSES AT CHECKIN.
SHOW PHOTO ID ISSUED BY STATE OR FEDERAL GOVERNMENT.
TRAVEL ARRANGEMENTS BY CARMEN AHMAD

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4590 Overseas Highway
Marathon, FL 33050
(305) 743-3500
Fax: (305) 743-2670
www.bananabay.com

RESERVATION NO.	ROOM NO.	CONTROL NO.
82710	104	

RATE	NO. IN PARTY	BALANCE DUE
10% D	1, 0	0.00

CREDIT CARD INFORMATION		
AMEX	378268845701371	03/06

NAME AND ADDRESS	
COLLINS/JOHN POB 1026 KW	FL 33041

ARRIVAL DATE	DEPARTURE DATE
08/31/05	09/01/05

ADDITIONAL INFORMATION

I agree to the following charges:

X _____

Date	Description	Total	Tax	Balance	
08/31/05	Nightly Chg. - Room 104	94.50	10.87	105.37	I
09/01/05	Guest Payment AMEX	-105.37	0.00	0.00	I

AVIS.

AVIS.

>>Return<< RA Document 447612421
RESERVATION # 32880963-US-3K
CAR# 3 6 3 8 0 6 6 Car Group E
SIL CHRY SEBC CON FL W98ARQ

ARMSTRONG, BRIAN

AVIS.

WIZ# : B9A54Y AWD# = B687300
Fred Travel# = DL/2123989432
FF MILES/POINTS EARNED OVR-

Out KEY WEST APO FL F30AUG05/1240
In KEY WEST APO FL 02SEP05/1045
Miles-Out 12330 Miles-In 12330
Miles Driven 0 Fuel In 0/8
Method of pay = CLUB
AMEX

Rate 3A/E	2 DY 22 HR		
0 MI @	.35	=	
0 HR @	14.34	=	
3 DY @	43.00	=	129.00
0 WK @	301.00	=	
0 MO @	1204.00	=	
TIME & MILEAGE		=	129.00
* \$2.49/DAY SURCHARGE	+	=	7.47
**11.11% FEE	+	=	14.50
FTP SUR \$.50DAY/\$2MAX		=	1.50
Subtotal		=	152.47
Tax 7.500%	+	=	11.44
Total Charges		=	163.91
AMOUNT DUE CV USD		=	163.91
* \$2.05 FLA SURCHARGE-BATTERY/TIRE			
.44/DAY VEHICLE LICENSE FEE RECOVERY			
RATE INCLUDES LDW ABOVE \$3000.00			
**CONCESSION RECOVERY FEE			

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The amount that appears in "Amount Due" has been billed to your AMEX Card.
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For local inquiries call 805-296-8744. Thank you for renting from Avis.

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884F/1DA1/05245/10:45/0

AVIS.

RECEIPT

STANDARD PARKING TALLAHASSEE AIRPORT

IN: 15:52 DATE: 09/02/05 EXIT LANE:045

ENTRY: 08:09 08/30/05
EXIT: 15:52 09/02/05

PARKING 40.00
TAX 0.00

TOTAL 40.00

CREDIT CARD INFORMATION:
XXXXXXXXXXXX1371 0306
AMEX APPROVAL
TRAN: REF:

THANK YOU FOR USING E-TICKET EXPRESS
IT IS THE FASTEST WAY TO PARK. NO
WAITING AT ENTRANCE, NO WAITING AT
EXIT.



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www.hilton.com or 1 800 HILTONS

Name & Address

ARMSTRONG, B
7025 LAKE BASIN RD

TALAHASSEE, FL 32312-6709
US

Room 150/Q2L
Arrival Date 09/01/05 7:05PM
Departure Date 09/02/05

Adult/Child 1/0
Room Rate 279.00

RATE PLAN LV6

HH# 877165177 GOLD

AL:
BONUS AL: CAR:

CONFIRMATION NUMBER : 3217309483

09/02/05 PAGE 1

DATE	DESCRIPTION	ID	REF. NO	CHARGES	CREDITS	BALANCE
09/01/05	*SUNSET DECK	LINTR	824274	\$10.00		
09/01/05	VALET PARKING-135	AUDIT	824418	\$11.16		
09/01/05	STATE TAX	AUDIT	824418	\$0.84		
09/01/05	GUEST ROOM	AUDIT	824419	\$219.00		
09/01/05	RM STATE TAX	AUDIT	824419	\$16.43		
09/01/05	COUNTY BED TAX	AUDIT	824419	\$8.76		
	BALANCE					\$266.19

M7 Credit
Card not
Aver
so need
Cash
reimb

ACCOUNT NO.

CARD MEMBER NAME

ESTABLISHMENT NO. & LOCATION ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT

THANK YOU FOR STAYING AT THE HILTON KEY WEST RESORT
AND MARINA WE LOOK FORWARD TO YOUR RETURN VISIT

DATE OF CHARGE

FOLIO NO./CHECK NO.
103854 A

AUTHORIZATION

INITIAL

PURCHASES & SERVICES

TAXES

TIPS & MISC.

TOTAL AMOUNT

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND.

PAYMENT DUE UPON RECEIPT

The Hilton Family

Hilton

CONRAD
HOTEL

DOUBLE TREE
HOTELS & SUITES

EMBASSY SUITES
HOTELS

Hampton
Inn

Hampton
Inn Suites

Hilton
Garden Inn

HOMESWOOD
SUITES
Hilton

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Hilton

Key West Resort & Marina

245 Front Street • Key West, FL 33040
Phone (305) 294-4000 • Fax (305) 294-4086
Reservations
www.hilton.com or 1 800 HILTONS

Name & Address

ARMSTRONG, BRIAN
7025 LAKE BASIN RD

TALLAHASSEE, FL 323126709
US

Room 101/K1LF
Arrival Date 08/30/05 5:40PM
Departure Date 09/02/05

Adult/Child 1/0
Room Rate 199.00

RATE PLAN LV7

HH# 877165177 GOLD

AL:
BONUS AL: CAR:

CONFIRMATION NUMBER : 3221279401

08/31/05 PAGE 1

DATE	DESCRIPTION	ID	REF. NO	CHARGES	CREDITS	BALANCE
08/30/05	GUEST ROOM	AUDIT	822631	\$199.00		
08/30/05	RM STATE TAX	AUDIT	822631	\$14.93		
08/30/05	COUNTY BED TAX	AUDIT	822631	\$7.96		
08/31/05	AX *****1001	PWS	822950		\$221.89	
	BALANCE					\$0.00

Hilton HHonors (R) stays post to your account within 72 hours of checkout.
To check your earnings for this stay or any other stay at more than 2,700
hotels worldwide visit www.hiltonhhonors.com

Thank you for choosing Hilton! Please visit us at hilton.com to view our best
available Net Direct rates, plan a special vacation getaway or select a
convenient location for your next business trip.

*my credit card
not Amer
so need
cash reimb.*

ACCOUNT NO.
AX *****1001

CARD MEMBER NAME
ARMSTRONG, BRIAN

ESTABLISHMENT NO. & LOCATION ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT

THANK YOU FOR STAYING AT THE HILTON KEY WEST RESORT
AND MARINA WE LOOK FORWARD TO YOUR RETURN VISIT

DATE OF CHARGE
08/31/05

FOLIO NO./CHECK NO.
103568 A

AUTHORIZATION
0000

INITIAL

PURCHASES & SERVICES

TAXES

TIPS & MISC.

TOTAL AMOUNT

PAYMENT DUE UPON RECEIPT

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE RESOLD OR RETURNED FOR A CASH REFUND.



Banana Bay Resort and Marina - Marathon
4590 Overseas Highway
Marathon, FL 33050
(305) 743-3500
Fax: (305) 743-2670
www.bananabay.com

RESERVATION NO.	ROOM NO.	CONTROL NO
82841	125	

RATE	NO. IN PARTY	BALANCE DUE
10%D	1, 0	0.00

CREDIT CARD INFORMATION		
AMEX	378268845701371	03/06

NAME AND ADDRESS	
ARMSTRONG/BRIAN	
POB 1026	
KW	FL 33041

ARRIVAL DATE	DEPARTURE DATE
09/05/05	09/07/05

ADDITIONAL INFORMATION

I agree to the following charges:

X _____

Date	Description	Total	Tax	Balance	
09/05/05	Nightly Chg. - Room 125	76.50	8.80	85.30	I
09/06/05	Nightly Chg. - Room 125	76.50	8.80	170.60	I
09/07/05	Guest Payment AMEX	-170.60	0.00	0.00	I

AVIS.

F-340

AVIS.

>>Return<< RA Document 447614005
 RESERVATION # 33489063-US-6E
 CAR# 2 1 1 1 5 0 2 Car Group E
 BLU CHEV IMPA 4DR FL W86IIR

ARMSTRONG, BRIAN

WIZ# = B9A54Y AWD# = B687300
 Freq Travel# = DL/2123989432
 FF MILES/POINTS EARNED OVR-

Out KEY WEST APO FL F05SEP05/1615
 In KEY WEST APO FL 07SEP05/1126
 Miles-Out 20550 Miles-In 20662
 Miles Driven 112 Fuel In 8/8
 Method of pay = CLUB
 AMEX

Rate 3A/E	1 DY 19 HR	
0 MI @	.35	=
0 HR @	14.34	=
2 DY @	43.00	=
0 WK @	301.00	=
0 MO @	1204.00	=
3A/E	112FM	
TIME & MILEAGE		= 86.00
* \$2.49/DAY SURCHARGE		+ = 4.98
**11.11% FEE		+ = 9.67
FTP SUR \$.50DAY/\$2MAX		= 1.00
Subtotal		= 101.65
Tax 7.500%		+ = 7.62
Total Charges		= 109.27
AMOUNT DUE	CV USD	= 109.27
* \$2.05 FLA SURCHARGE-BATTERY/TIRE		
.44/DAY VEHICLE LICENSE FEE RECOVERY		
RATE INCLUDES LDW ABOVE \$3000.00		
**CONCESSION RECOVERY FEE		

The amount that appears in "Amount Due" has been billed to your AMEX Card.
 All charges are subject to audit and change if any errors are found.
 For local inquiries call 305-296-8744. Thank you for renting from Avis.

A84A/1DA1/05250/11:26/0

AVIS.

AVIS.

AVIS.

AVIS.

RECEIPT
STANDARD PARKING TALLAHASSEE AIRPORT
TIME: 16:10 DATE: 09/07/05 EXIT LANE: 035

ENTRY: 13:20 09/05/05
EXIT: 16:10 09/07/05

PARKING 26.00
TAX 0.00

TOTAL 26.00

CREDIT CARD INFORMATION:
XXXXXXXXXXXX1371 0306
AMEX APPROVAL
TRAN: REF:

THANK YOU FOR USING E-TICKET EXPRESS
IT IS THE FASTEST WAY TO PARK. NO
WAITING AT ENTRANCE, NO WAITING AT
EXIT.

TRUMAN & WHITE
CHEVRON
KEY WEST, FL. 33040

TRUMAN & WHITE CHEVR
1126 TRUMAN AVE KEY WEST FL
STNR 00047390

Credit Card Receipt

xxxxxxxxxx1371 E/ANEX
ARMSTRONG/BP

Unleaded Fuel Ticket #207174
Pump #1 5.491 @ 3.099 17.02

Items: 1 Subtotal 17.02

Tax 0.00
Total 17.02

Credit Card(USDs) \$17.02

Invoice#: 9004321
Auth#: 594573

*** Customer signature on file ***

522170e6s501t1 09/07/05 10:07:59

Thank You
Call Again



Hilton

Key West Resort & Marina

245 Front Street • Key West, FL 33040
Phone (305) 294-4000 • Fax (305) 294-4086
Reservations
www.hilton.com or 1 800 HILTONS

Name & Address

ARMSTRONG, BRIAN
7025 LAKE BASIN RD

TALLAHASSEE, FL 323126709
US

Room 301/K1LFU1
Arrival Date 09/27/05 9:22PM
Departure Date 09/28/05

Adult/Child 2/0
Room Rate 219.00

*Cash
Reimb.*

RATE PLAN LV6

HH# 877165177 GOLD

AL: DL #2123989432

BONUS AL: CAR:

Confirmation Number : 3224978708

09/28/05 PAGE 1

DATE	DESCRIPTION	ID	REF. NO	CHARGES	CREDITS	BALANCE
09/27/05	VALET PARKING915	AUDIT	844806	\$11.16		
09/27/05	STATE TAX	AUDIT	844806	\$0.84		
09/27/05	GUEST ROOM	AUDIT	844807	\$219.00		
09/27/05	RM STATE TAX	AUDIT	844807	\$16.43		
09/27/05	COUNTY BED TAX	AUDIT	844807	\$8.76		
	WILL BE SETTLED TO AX *****1001					\$256.19
	EFFECTIVE BALANCE OF					\$0.00

*Hilton HHonors
Points & Miles*

*Cash
reimburse
083-0513*

Zip-Out Check-Out®

Good Morning ! We hope you enjoyed your stay. With Zip-Out Check-Out® there is no need to stop at the Front Desk to check out.

- Please review this statement. It is a record of your charges as of late last evening.
- For any charges after your account was prepared, you may:
 - + pay at the time of purchase.
 - + charge purchases to your account, then stop by the Front Desk for an updated statement.
 - + or request an updated statement be mailed to you within two business days.

Simply call the Front Desk from your room and tell us when you are ready to depart. Your account will be automatically checked out and you may use this statement as your receipt. Feel free to leave your key(s) in the room.

Please call the Front Desk if you wish to extend your stay or if you have any questions about your account.

DATE OF CHARGE	FOLIO NO./CHECK NO. 105614 A
AUTHORIZATION	INITIAL
PURCHASES & SERVICES	
TAXES	
TIPS & MISC.	
TOTAL AMOUNT	

T
H
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U

Ticket numbers: Continental Airlines - 013402
not yet available
Total flight cost: \$518.80 USD

Security update:
Airports require that each traveler obtain a boarding pass before entering the security checkpoint.

Traveler(s) **Frequent flier details**
BRIAN ARMSTRONG

Tuesday, September 27, 2005

Leave

Continental Airlines 9197

Operated by: GULFSTREAM DBA CONTINENTAL CONNECTION
Please check in with the operating carrier.

Depart: 4:30pm Tallahassee, FL
afternoon Tallahassee Municipal (TLH)

Arrive: 5:35pm Tampa, FL
evening Tampa International (TPA)

Economy | Beechcraft 1900/ 1900C/ 1900D Airliner (BE1) | 1hr 5min | 200 miles

Seat: 7A

Seat is confirmed.

No plane change. Time between flights: 2hr 20min Continental Airlines 9197

Depart: 7:55pm Tampa, FL
evening Tampa International (TPA)

Arrive: 9:10pm Key West, FL
evening Key West International (EYW)

Economy | Beechcraft 1900/ 1900C/ 1900D Airliner (BE1) | 1hr 15min | 240 miles

Seat: 7A

Seat is confirmed.

Total duration: 4hr 40min | Total miles: 440 miles

Wednesday, September 28, 2005

Return

Continental Airlines 9256

Operated by: GULFSTREAM DBA CONTINENTAL CONNECTION
Please check in with the operating carrier.

Depart: 5:05pm Key West, FL
evening Key West International (EYW)

Depart: **8:30pm Tampa, FL**
evening Tampa International (TPA)
Arrive: **9:25pm Tallahassee, FL**
evening Tallahassee Municipal (TLH)

Economy | Embraer RJ135 (ER3) | 55min | 200 miles

Seat: 13C

Seat is confirmed.

Total duration: 4hr 20min | Total miles: 440 miles

Ticket information

An e-ticket has been issued for this reservation. No ticket will be mailed to you. [More about e-tickets](#)

Important fare notes

This ticket is non-refundable.*

Changes to this ticket will incur change fees.

Please read the fare rules and ticket terms and conditions in My Stuff for more information.

Flight cost summary

Airfare, BRIAN ARMSTRONG (Adult)	\$513.81
Service fee	\$4.99
Total trip cost	\$518.80 USD

[Print](#)

[close window](#)

Return<< RA Document 447619690
RESERVATION # 35534197-US-6G
R# 2 8 5 7 4 1 1 Car Group E
L BUIC LSAB 4DR FL XOOKHQ

SMSTRONG, BRIAN

Z# = B9A54Y AWD# = B687300
eq Travel# = DL/2123989432
MILES/POINTS EARNED OVR-

at KEY WEST APO FL F27SEP05/2145
KEY WEST APO FL 28SEP05/1535
les-Out 2927 Miles-In 3028
les Driven 101 Fuel In 7/8
ethod of pay = CLUB
IEX

Rate 3A/E	0 DY 17 HR	
0 MI @	.35	=
17 HR @	14.34	=
0 DY @	43.00	=
0 WK @	301.00	=
0 MO @	1204.00	=
MIN 1DY/3A/E	101FM	=
TIME & MILEAGE		= 43.00
* \$2.49/DAY SURCHARGE	+	= 2.49
**11.11% FEE	+	= 4.83
FTP SUR \$.50DAY/\$2MAX		= .50
Subtotal		= 50.82
Tax 7.500%	+	= 3.81
Fuel Service Charge	+	= 7.16
Total Charges		= 61.79
AMOUNT DUE CV USD		= 61.79
* \$2.05 FLA SURCHARGE-BATTERY/TIRE		
.44/DAY VEHICLE LICENSE FEE RECOVERY		
RATE INCLUDES LDW ABOVE \$3000.00		
**CONCESSION RECOVERY FEE		

ie amount that appears in "Amount Due" has been billed to your AMEX Card.
l charges are subject to audit and change if any errors are found.
r local inquiries call 305-296-8744. Thank you for renting from Avis.

4D/1DA1/05271/15:36/F

TIME: 21:35 DATE: 09/28/05 EXIT LANE:045

ENTRY: 15:23 09/27/05
EXIT: 21:35, 09/28/05

PARKING	20.00
TAX	0.00

TOTAL	20.00

CREDIT CARD INFORMATION:
XXXXXXXXXXXX1371 0306
AMEX APPROVAL
TRAN: REF:

THANK YOU FOR USING E-TICKET EXPRESS
IT IS THE FASTEST WAY TO PARK. NO
WAITING AT ENTRANCE, NO WAITING AT
EXIT.

Nabors, Giblin & Nickerson, P.A.
Expense Report

Client Number: 083

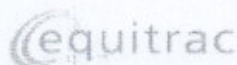
Matter Number: 05137

As of: 11/18/05

Photocopies: 1167 @ .25 - Total: \$291.75

Postage: 0 pieces @ .37/piece \$0.00

Facsimile: 0 pages @ \$1.00/pg - Total \$0.00



Telephone By Account and Extension, Detail

Nabors Giblin & Nickerson

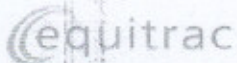
Client Number = '083' And Matter Number = '05137'

Starting Date: 8/24/2005

Ending Date: 10/13/2005

Number of Days: 51

Date	Time	Matter	Number	Destination	Duration	Amount
Site:	0	, Tallahassee				
Client Number: 083 , Monroe County						
Extension: 305						
8/24/200	10:10:00AM	05137	(305) 296-2454	KEYS FL	1.40	\$0.24
8/24/200	11:25:00AM	05137	(305) 292-3470	KEYS FL	1.70	\$0.24
8/25/200	4:27:00PM	05137	(305) 292-3470	KEYS FL	2.00	\$0.24
8/25/200	5:35:00PM	05137	(813) 281-2222	TAMPA FL	28.80	\$3.48
8/26/200	9:06:00AM	05137	(407) 629-6900	WINTERPARK FL	7.20	\$0.84
8/26/200	9:25:00AM	05137	(305) 292-3470	KEYS FL	0.80	\$0.12
8/26/200	6:01:00PM	05137	(813) 622-2500	TAMPA FL	1.20	\$0.12
8/29/200	10:37:00AM	05137	(305) 797-6933	KEYS FL	0.90	\$0.12
8/29/200	3:35:00PM	05137	(305) 296-2454	KEYS FL	5.40	\$0.72
8/29/200	3:37:00PM	05137	(305) 292-3470	KEYS FL	1.00	\$0.12
8/29/200	4:02:00PM	05137	(305) 289-6000	KEYS FL	1.80	\$0.24
8/29/200	4:03:00PM	05137	(813) 622-2500	TAMPA FL	0.90	\$0.12
9/2/2005	4:32:00PM	05137	(305) 292-4441	KEYS FL	11.20	\$1.32
9/2/2005	4:49:00PM	05137	(305) 292-3470	KEYS FL	16.70	\$2.04
9/2/2005	4:56:00PM	05137	(813) 281-2222	TAMPA FL	5.50	\$0.72
9/2/2005	4:56:00PM	05137	(813) 695-6978	TAMPA FL	5.50	\$0.72
9/2/2005	5:23:00PM	05137	(813) 622-2500	TAMPA FL	15.70	\$1.92
9/2/2005	5:27:00PM	05137	(813) 622-2500	TAMPA FL	3.70	\$0.48
9/3/2005	12:30:00PM	05137	(727) 821-5525	STPETERSBG FL	26.20	\$3.12
9/3/2005	2:38:00PM	05137	(727) 821-5525	STPETERSBG FL	15.00	\$1.80
9/8/2005	5:36:00PM	05137	(305) 747-0726	KEYS FL	1.20	\$0.12
9/13/200	2:20:00PM	05137	(305) 292-3470	KEYS FL	1.40	\$0.24
9/13/200	2:22:00PM	05137	(305) 292-3470	KEYS FL	0.80	\$0.12
9/13/200	2:25:00PM	05137	(305) 522-3811	KEYS FL	3.40	\$0.48
9/14/200	2:54:00PM	05137	(813) 281-2222	TAMPA FL	0.80	\$0.12
9/14/200	3:34:00PM	05137	(305) 292-4441	KEYS FL	2.00	\$0.24
9/14/200	3:37:00PM	05137	(305) 747-0726	KEYS FL	2.10	\$0.24
9/15/200	3:30:00PM	05137	(305) 797-0736	KEYS FL	4.20	\$0.48
9/15/200	3:33:00PM	05137	(305) 292-3470	KEYS FL	1.80	\$0.24
9/15/200	3:35:00PM	05137	(305) 292-3470	KEYS FL	1.30	\$0.24
9/15/200	3:38:00PM	05137	(305) 304-4611	KEYS FL	2.50	\$0.36
9/16/200	9:19:00AM	05137	(305) 797-0736	KEYS FL	5.20	\$0.60
9/16/200	9:26:00AM	05137	(305) 522-3811	KEYS FL	6.00	\$0.72
9/16/200	9:34:00AM	05137	(305) 304-4611	KEYS FL	6.90	\$0.84
9/16/200	11:58:00AM	05137	(813) 622-2500	TAMPA FL	3.50	\$0.48
9/19/200	10:50:00AM	05137	(305) 292-3470	KEYS FL	7.50	\$0.96
9/21/200	12:01:00PM	05137	(305) 304-4611	KEYS FL	9.30	\$1.20
9/21/200	4:39:00PM	05137	(305) 304-4611	KEYS FL	8.30	\$1.08
9/22/200	9:37:00AM	05137	(305) 797-0736	KEYS FL	8.90	\$1.08
9/22/200	9:52:00AM	05137	(305) 747-0726	KEYS FL	2.10	\$0.24
9/22/200	10:01:00AM	05137	(305) 292-3470	KEYS FL	8.50	\$1.08
9/26/200	10:33:00AM	05137	(305) 797-0736	KEYS FL	1.00	\$0.12
9/26/200	10:35:00AM	05137	(305) 296-2454	KEYS FL	1.30	\$0.24
9/27/200	10:19:00AM	05137	(305) 292-4441	KEYS FL	4.00	\$0.48
10/11/20	11:56:00AM	05137	(813) 281-2222	TAMPA FL	0.90	\$0.12
10/11/20	12:05:00PM	05137	(813) 622-2500	TAMPA FL	1.10	\$0.12
10/13/20	3:43:00PM	05137	(813) 622-2500	TAMPA FL	0.90	\$0.12
10/13/20	3:45:00PM	05137	(813) 281-2222	TAMPA FL	2.00	\$0.24



Printed Monday, November 21, 2005
at 2:42:27PM

Telephone By Account and Extension, Detail

Nabors Giblin & Nickerson

Client Number = '083' And Matter Number = '05137'

Starting Date: 8/24/2005 Ending Date: 10/13/2005 Number of Days: 51

Date	Time	Matter	Number	Destination	Duration	Amount
Site: 0, Tallahassee						
Client Number: 083, Monroe County						
Extension: 305						
10/13/20	5:55:00PM	05137	(813) 622-2500	TAMPA FL	3.80	\$0.48
Totals for Extension: 305					255.30	\$31.80
Extension: 317						
9/8/2005	12:56:00PM	05137	(305) 747-0726	KEYS FL	2.10	\$0.24
Totals for Extension: 317					2.10	\$0.24
Totals for Client Number: 083					257.40	\$32.04
Totals for Site: 0					257.40	\$32.04
Report Totals:					257.40	\$32.04

RETAINER AGREEMENT

This Retainer Agreement is entered into this 16th day of January, 1997, between Monroe County (the "County") and the law firm of Nabors, Giblin & Nickerson, P.A. ("NG&N") to provide specialized legal services and assistance by NG&N to the County.

WHEREAS, NG&N is a nationally recognized bond counsel and possesses unique experience and expertise in Florida state and local finance and tax and local government law; and

WHEREAS, it is in the best interest of the County to retain the services of nationally recognized bond counsel with regard to the issuance of County bonds and other indebtedness.

In recognition of such acknowledgments, the parties hereto agree as follows:

SECTION 1. Service As Bond Counsel. The County desires to retain NG&N and NG&N agrees to serve as bond counsel to the County in the issuance of any bonds or other indebtedness. In such capacity as bond counsel, NG&N's duties shall include, by way of example and not limitation, the following specific tasks:

A. Consultation with County officials and staff concerning all legal questions relating to the issuance of the bonds, including review of proposed financing programs as to feasibility and for compliance with applicable law and pending or proposed revisions of the law, including U.S. Treasury regulations;

B. Attendance, upon request, at any meeting of the County Commission or any meeting of staff, the County's financial advisor, underwriters, rating agencies and others as appropriate relating to

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A 8:47

the issuance of the bonds or dissemination of information in connection therewith;

C. Advise as to structuring procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to issuance of the bonds;

D. Preparation of all ordinances or resolutions, including any amendments thereto, relating to the bonds, in cooperation with the County staff, the County's financial advisor and the County Attorney;

E. Preparation of any trust indenture; escrow deposit agreement, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to the bonds;

F. Preparation of all pleadings and other documentation required in connection with validation of the Bonds, and appearance as attorneys of record with the County Attorney, if requested, at the validation hearing;

G. Review the transcript of all proceedings in connection with the foregoing and indicate any necessary corrective action;

H. Review of all disclosure documents prepared or authorized by the County, to the extent such documents describe the bonds and summarize the documents securing the bonds;

I. If the sale of the bonds is by competitive bid, assist in the preparation of the bid documents, notice of sale, evaluation of

bids and other documentation or action necessary to conduct a sale of the bonds in that manner;

J. Prepare, obtain, deliver and file all closing papers necessary in connection with the sale and issuance of the bonds;

K. Supervision of the printing of the bonds (if printed bonds are utilized);

L. Review all underwriting proposals;

M. Provision of an opinion in written form at the time the bonds are delivered, which opinion shall cover (1) the legality of the bonds and the proceedings by which they are issued, (2) if applicable, the exclusion from gross income for federal income tax purposes of interest paid on the bonds, and (3) such other issues that are customarily required of bond counsel; and

N. Consultation with the County Attorney concerning questions that may arise with regard to the bonds.

The fee for bond counsel services shall be determined prior to the authorization of any bonds or other indebtedness and shall be expressed in a lump sum amount or a stated dollar amount per \$1,000 increment of bonds contemplated to be issued. In the event NG&N has provided legal services for a contemplated financing that does not close for any reason, NG&N would not receive the agreed upon fee for service as bond counsel but would be reimbursed for costs incurred as provided in Section 3 of this Agreement.

SECTION 2. Additional Services. NG&N agrees to be available to provide additional legal services to the County, other than bond counsel services described in Section 1 of this Agreement, on

Florida finance and tax issues and other issues and matters of local government law. Such additional legal services shall be provided only upon the request of the County Attorney. The scope of services, in which NG&N has particular experience and expertise, involves preparation of environmental ordinances, processing of environmental permits, preparation of agreements with the Florida Department of Transportation, structure and implementation of home rule revenue sources, and representation before the Governor, Cabinet and Florida Legislature. Unless otherwise agreed to by the County Attorney, NG&N shall be compensated for such additional legal services as special counsel on an hourly basis at the following rates: (a) Firm principals at the rate of \$150 per hour; (b) Firm associates at the rate of \$125 per hour; and (c) Legal clerks at the rate of \$50 per hour.

In the event a request for legal services as described in this Section is anticipated to exceed ten (10) hours of attorney time, NG&N shall immediately notify the County Attorney in writing of such a possibility and the written notification shall, whenever practicable, contain an estimate of the number of hours to be incurred in honoring such a request.

Unless a separate billing arrangement is agreed to between NG&N and the County Attorney, NG&N shall provide an itemized statement of such additional legal services rendered as special counsel on a periodic basis for fees and costs incurred.

SECTION 3. Reimbursement of Costs. In addition to the legal fees or other compensation provided in this Agreement, NG&N shall

be reimbursed for costs incurred on long distance telephone charges, travel expenses, overnight delivery charges and photocopies. Any travel expenses shall be reimbursed in accordance with section 112.061, Florida Statutes.

SECTION 4. Conflicts. It is recognized by the parties that NG&N is dedicated to providing legal services and specialized assistance primarily to local government clients and certain state agencies. NG&N generally represents private sector clients only in the event a local government client requests such representation in implementation of a public/private venture or partnership. As a consequence, no conflict is contemplated by the providing of the described special counsel services to the County. Notwithstanding the foregoing, NG&N agrees that it will not accept representation of another client that is directly adverse to the County's interests unless and until NG&N has made full disclosure to the County of all the relevant facts, circumstances, and implications of NG&N's undertaking the two representations and the County has consented to NG&N's representation of the other client.

SECTION 5. Termination. NG&N shall serve as special counsel at the pleasure of the County. NG&N shall have the right to terminate this Agreement upon giving notice in writing to the County thirty (30) days prior to the date of an intended termination.



Attest:

Danny L. Rolhage
Danny L. Rolhage
Clerk of Courts

MONROE COUNTY, FLORIDA

By: Keith Douglass
Chair

NABORS, GIBLIN & NICKERSON, P.A.

By: Robert L. Nabors
Robert L. Nabors

firm\monroe.ret

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY Robert N. Wolee
ROBERT N. WOLEE

DATE 1-10-97